

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
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* ALSO ADMITTED IN NEW YORK
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December 17, 1990

DEC 17 1990 -2 05 PM
INTERSTATE COMMERCE COMMISSION 0-351A057

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of U.S.C. Section 11303(a) are four (4) fully executed copies of a Release and Bill of Sale dated December 14, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement dated as of December 1, 1983 between Northwestern Leasing Company ("Leasing") and Chicago and North Western Transportation Company; and Agreement and Assignment dated as of December 1, 1983 between Leasing and Norwest Bank Des Moines, National Association, filed and recorded under Recordation Numbers 14303 and 14303-A, respectively.

The name and address of the party executing the enclosed document are:

Norwest Bank Des Moines, National Association
666 Walnut Street
Des Moines, Iowa 50304

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

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MOTOR OPERATING UNIT

C. T. Kappler
C. T. Kappler


Mr. Sidney L. Strickland, Jr.
December 17, 1990
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Kindly return three (3) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed document to appear in the Commission's Index:

Full and complete Release.

Very truly yours,


Charles T. Kappler

CTK/bg

14303-12

Counterpart No. _____ of _____

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A-12151

(A-390)

~~INTERSTATE COMMERCE COMMISSION~~
RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of December 1, 1983 between NORTHWESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and Railroad agreed to buy Fourteen (14) used EMD Model SD 45 Locomotives, Railroad Nos. 6562 to 6575, inclusive (hereinafter referred to as "Locomotives") and other units of equipment (hereinafter referred to as "Other Units"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of December 1, 1983, between Seller and NORWEST BANK DES MOINES, NATIONAL ASSOCIATION (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and shall all right, title and interest to said Locomotives and Other Units to Assignee, and

WHEREAS, Assignee has received from Railroad all payments due under said Conditional Sale Agreement and Agreement and Assignment with respect to the Locomotives and Other Units and, the conditions and obligations of Railroad with respect to the Locomotives and Other Units has been satisfied in full;

NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt where of is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Locomotives and Other Units, TO HAVE AND TO HOLD the Locomotives and Other Units unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns, forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Locomotives and Other Units hereby conveyed is or may be in any manner encumbered or charged; that the Locomotives and Other Units are free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Locomotives and Other Units of any and all ownership plates and other markins of Assignee.

IN WITNESS WHEREOF, NORWEST BANK IOWA, NATIONAL ASSOCIATION, successor by merger to NORWEST BANK DES MOINES, NATIONAL ASSOCIATION, has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Vice Presidents, this 14th day of December, A.D., 1990.

NORWEST BANK DES MOINES, NATIONAL ASSOCIATION
successor by merger to NORWEST BANK DES MOINES,
NATIONAL ASSOCIATION

(SEAL)

By: Walter W. Pirnot

Walter W. Pirnot, Vice President

ATTEST:

By: William C. Green, Jr.

William C. Green, Jr., Vice President

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STATE OF IOWA]
] SS
COUNTY OF POLK]

On this 14 day of December, 1990, before me personally appeared
Walter W. Purnell and William C. Green Jr.
to me personally known, who, being by me duly sworn, says that they are,
respectively, a Vice President and a Vice President of NORWEST BANK DES MOINES,
NATIONAL ASSOCIATION, a corporation, that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation by authority of its Board of
Directors, and they acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Michelle Stoneking
Notary Public

My Commission Expires:

(NOTARY SEAL)

